Case 3:21-cv-00800-C-1811 Policinate A Filed 04/07/21 Page 138-24 PageID 5

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF TEXAS

RECOMMENDED TO SERVED AS EXPERIENCE AND THE RESERVED AS EXPERI

2021 AIR -7 PM 2: 47

Joe Hunsinger Plaintiff Pro-Se'

Case No:

3-21CV0800-C

V.

Multi Housing Trust LLC.
Defendants

COMPLAINT

1.0 PARTIES

- 1.1 Joe Hunsinger is a an individual citizen of Texas and a resident of this District.
- 1.2 Defendant Multi Housing Trust LLC. is a foreign corporation with its principal place of business in the State of Florida with an operating address of 5955 NW 105th Ct. #810, Doral, Florida 33178. Miami-Dade County.
- 1.3 Defendant can be served by their agent Andres Olaya at 5955 NW 105th Ct. #810, Doral, Florida 33178.

2.0 JURISDICTION AND VENUE

- 2.1 This court has personal specific jurisdiction pursuant to 28 USC Section 1331 and 47 USC Section 227.
- 2.2 Supplemental jurisdiction for Plaintiffs state law claims arise under 28 USC Section 1391(b)(2).
- 2.3 This Court has personal specific jurisdiction over Defendant because defendant made calls to Plaintiff in this District.

3.0 PRELIMINARY STATEMENT

- 3.1 This is an action for damages brought by an individual consumer for violations of the TCPA, a federal statute enacted in response to widespread public outrage about the proliferation of intrusive and nuisance telemarketing practices.
- 3.2 Senator Hollings, the TCPA's sponsor, described these call as "the scourge of modern civilization. They wake us up in the morning; they interrupt our dinner at night; they force the sick and elderly out of be; they hound us until we want to rip the telephone out of the wall."
- 3.3 According to findings by the FCC, the agency congress vested with authority to issue regulations implementing the TCPA, such calls are prohibited because, as Congress found, automated or prerecorded telephone calls are a greater nuisance and invasion of privacy than live solicitation calls.
- 3.4 The national DNC registry allows consumers to register their telephone numbers and thereby indicate their desire not to receive telephone solicitations at those numbers. Plaintiff hereby requests a copy of Defendants DNC Policy.
- 3.5 The TCPA regulations define "telemarketing" as "the initiation of a telephone call or message for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services."
- 3.6 Telemarketing occurs when the context of a call indicates that it was initiated and transmitted to a person for the purpose of promoting property, goods, or services.
- 3.7 Neither the TCPA nor its implementing regulations require an explicit mention of a good, product, or service where the implication of an improper purpose is "clear from the context."

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- 3.8 In other words, "offers that are part of an overall marketing campaign to sell property, goods, or services constitute" telemarketing under the TCPA.
- 3.9 If a call is not deemed telemarketing, a Defendant must nevertheless demonstrate that it obtained the Plaintiffs prior express consent.
- 3.10 The FCC has issued rulings and clarified that consumers are entitled to the same consent-based protections for text messages.
- 3.11 "Unsolicited telemarketing phone calls or text messages, by their nature, invade the privacy and disturb the solitude of their recipients."
- 3.12 Plaintiff has been harmed by Defendants' acts because his privacy has been violated. Plaintiff was subject to annoying and harassing telephone calls (texts) that constitute a nuisance.
- 3.13 Telemarketers must obey the prohibitions in the TCPA.
- 3.14 Telemarketing is defined as "a plan, program, or campaign which is conducted to induce the purchase of goods or services or charitable contribution by use of one or more telephones and which involves more than on interstate telephone call.
- 3.15 Plaintiff establishes injury in fact, if he or she suffered "an invasion of a legally protected interest" that is "concrete and particularized" and "actual or imminent, not conjectural or hypothetical."
- 3.16 Plaintiff has the precise harm and infringe the same privacy interests Congress sought to protect in enacting the TCPA.
- 3.17 Plaintiffs "express consent" is not an element of Plaintiffs prima facie case, but is an affirmative defense for which the Defendant bears the burden of proof.

- 3.18 One single unsolicited marketing text or call is all it takes for a Plaintiff to have standing and bring suit against a violator of the TCPA.
- 3.19 The TCPA does not bar all business-related text messaging, but instead, focuses, in part, on cellular calls and text messages that are for the purpose of soliciting new or additional business.
- 3.20 Defendants actions are a pattern and practice over time.
- 3.21 Defendants, in its alleged violation, was aware of the conduct and allowed it to continue.
- 3.22 The impersonal and generic nature of Defendants text message(s), demonstrate that Defendant utilized an ATDS in transmitting the message.
- 3.23 Text message advertisements and the use of a short code, support an inference that the text messages use ATDS.
- 3.24 Plaintiff has alleged facts sufficient to infer text messages were sent using ATDS use of a short code and volume of mass messaging alleged would be impractical without use of an ATDS.
- 3.25 Defendant used a "long code" to transmit a text to the Plaintiff. A long code is a standard 10-digit phone number that enabled Defendant to send SMS text messages *en masse*, while deceiving recipients into believing that the message was personalized. Defendant can copy and past and send hundreds of characters out with a few clicks.
- 3.26 Long codes work as follows: Private companies known as SMS gateway providers have contractual arrangements with mobile carriers to transmit two-way SMS traffic. These SMS gateway providers send and receive SMS traffic to an from the mobile phone networks SMS centers which are responsible for relaying those

messages to the intended mobile phone. This allows for the transmission of a large number of SMS messages to and from a long code.

- 3.27 Specifically, upon information and belief, Defendant utilized a combination of hardware and software systems to send the text messages at issue in this case. The systems utilized by Defendant have the capacity of store telephone numbers and to dial such number from a list.
- 3.28 Defendants unsolicited calls/text message(s) caused Plaintiff actual harm, including invasion of his privacy, aggravation, annoyance, intrusion on seclusion, trespass, and conversion. Defendants text messages also inconvenienced Plaintiff and caused disruption of his daily life.
- 3.29 Unwanted "Robocalls" are the number one complaint in America today. Americans received over xxx billion robocalls just last month.
- 3.30 Plaintiff estimates he has received tens of thousands of unauthorized and unwanted text messages in his lifetime from telemarketers. Some have been from repeat violators and some have been from single call/text violators. The Bureau of Labor Statistics tells us there are 134,800 telemarketers in the USA. If this information is correct American consumers could quite possibly receive 369.31 calls per day and we have to tell the telemarketers is to place us on their do not call list and we won't hear from them in another 12 months, and then process begins all over again? Plaintiff does not want to have his phone ring or text 369.31 times a day from telemarketers. Plaintiff does not even want one telemarketer to call him. There is a reason they say we as a nation may disagree on many issues, but when it comes to unwanted telemarketing (Robocalls/texts) we all agree that we do not like them.
- 3.31 The contempt from Senator Hollings was he even wanted to do away with all telemarketers, period. Plaintiffs pleading as mentioned above are clear and give an insight on where Plaintiff set of mind. How he wants to left alone and unbothered by telemarketing calls/texts.

- 3.32 The do not call provisions of the TCPA cover any plan, program or campaign to sell goods or services through interstate phone calls. This includes calls by telemarketers who solicit consumers, often on behalf of third party sellers.
- 3.33 The TCPA has a "safe harbor" for inadvertent mistakes. If a telemarketer can show that, as part of its routine business practice, it meets all the requirements of the safe harbor, it will not be subject to civil penalties or sanctions for mistakenly calling a consumer who has asked for no more calls, or for calling a person on the registry.
- 3.34 Plaintiffs complaint seeks money damages and injunctive relief from Defendants illegal conduct.
- 3.35 This private cause of action is a straight forward provision designed to achieve a straightforward result. Congress enacted the law to protect against invasions of privacy that were harming people. The law empowers each person to protect his own personal rights. Violations of the law are clear, as is the remedy.
- 3.36 The TCPA was enacted to prevent companies like Defendant from invading Plaintiffs' privacy as explained in paragraph 3.27 and 3.28.
- 3.37 Defendant(s) uses telemarketing to obtain new customers.
- 3.38 If Defendant(s) want to avoid a TCPA lawsuit, all they have to do is not break the laws in the TCPA.

4.0 VICARIOUS LIABILITY

4.1 At all times relevant the the events giving rise to this lawsuit, Defendant acted through its agents and is therefore liable for such actions pursuant of vicarious liability principles.

4.2 Whenever it is stated herein that Defendant engaged in any act or omission, the statement includes the acts or omissions by Defendant, its agents, its employees, its representatives and others with actual or apparent authority to act on behalf of and bind the Defendant.

5.0 QUESTIONS OF LAW

- 5.1 There are well defined and nearly identical questions of law and fact that affect all parties. Such common questions of law and fact include, but are not limited to, the following:
 - 5.2 Whether Defendant(s) placed such telephone calls to the Plaintiff;
 - 5.3 Whether Defendant(s) TCPA violations and conduct was knowing and/or willful:
 - 5.4 Whether Defendant(s) can meet their burden of showing that they clearly and unmistakably obtained "prior express consent" to make such calls/texts to the Plaintiff:
 - 5.5 Whether Defendant(s) are liable for damages to the Plaintiff, as well as the amount to of such damages;
 - 5.6 Whether Defendant(s) identified themselves to the Plaintiff or if their agents identified the entity on whose behalf the call/text was being made;
 - 5.7 Whether Defendant(s) sent Plaintiff their DNC policy when it was requested;
 - 5.8 Whether Defendant(s) uses telemarketing to obtain new customers;
 - 5.9 Whether Defendant(s) have a written DNC policy;
 - 5.10 Whether Defendant(s) written DNC policy was shared with anyone "on demand.";

- 5.11 Whether Defendant(s) can prove they trained their employees about the telemarketing rules and laws set in place;
- 5.12 Whether Defendant(s) have maintained a list of persons that they may not contact;
- 5.13 Whether Defendant(s) have a process in place to prevent phone calls to either numbers on the National Do Not Call List or numbers on the telemarketers internal do not call list;
- 5.14 Whether Defendant(s) have a process in place to monitor calls to prevent violations of the do not call list;
- 5.15 Whether Defendant(s) have maintained an errant list of all call that violate the do not call regulations;
- 5.16 Whether Defendant(s) can prove they used TCPA compliant vendors;
- 5.17 Whether Plaintiff opted out of receiving calls/texts from Defendant.
- 5.18 Whether Defendant(s) honored Plaintiffs opt out/stop request.
- 5.19 Whether Defendant(s) had reason to know, or should have known that its conduct would violate the statute.
- 5.20 Whether Plaintiff is entitled to injunctive relief;
- 5.21 Whether Defendant(s) should be enjoined from engaging in such mentioned conduct in the future;
- 5.22 Common questions in this case have common answers.

6.0 FACTUAL ALLEGATIONS MULTI HOUSING TRUST LLC.

- 6.1 On Tuesday February 18, 2020 at 2:13 PM Plaintiff received **one** unauthorized and unwanted telemarketing text message to his cell phone ending in 7677 from Defendant or their agent form phone number 830-490-0338. The sender of the text message identified himself as Ben.
- 6.2 On Thursday May 14, 2020 at 12:30 PM Plaintiff received **one** unauthorized and unwanted telemarketing text message to his cell phone ending in 7677 from Defendant or their agent form phone number 469-678-8174. The sender of the text message identified himself as Ben.
- 6.3 On Monday October 19, 2020 at 12:00 PM Plaintiff received **one** unauthorized and unwanted telemarketing text message to his cell phone ending in 7677 from Defendant or their agent form phone number 281-399-4663. The sender of the text message identified himself as Ben. This text message is almost identical to the one sent on May 14, 2020.
- 6.4 Plaintiff, wanting to investigate his claim against the telemarketer, followed the telemarketers cues to find out their identity.
- 6.5 On Monday October 19, 2020 at 1:05 PM Plaintiff responded back to "Ben" to find out who he was or the company he was working for.
- 6.6 On Monday October 19, 2020 at 8:45 PM Plaintiff received **one** unauthorized and unwanted telemarketing text message to his cell phone ending in 7677 from Defendant or their agent form phone number 972-454-4374. The sender of the text message identified himself as Andres.
- 6.7 On Monday October 19, 2020 at 8:46 PM Plaintiff received **one** unauthorized and unwanted telemarketing text message to his cell phone ending in 7677 from Defendant or their agent form phone number 972-454-4374.

- 6.8 On Monday October 19, 2020 at 8:48 PM Plaintiff received **one** unauthorized and unwanted telemarketing text message to his cell phone ending in 7677 from Defendant or their agent form phone number 972-454-4374. The sender of the text message identified himself as Andres.
- 6.9 Plaintiff did not outright ask Ben or Andres who he was working for or his company name, because doing so would have risked him breaking off the communication and disappearing. Of all the freaking junk Plaintiff has gone through with telemarketers, never, not one time, has a telemarketer given their true identity (to their legally registered business in the US) to Plaintiff. One time, a few years ago, a telemarketer did give Plaintiff their business name and phone number and website and agents name and supervisor name and was actually passed on to the supervisor who took Plaintiffs call. They answered all of Plaintiffs questions without any hesitation. They were an web hosting / promotion company in South America.
- 6.10 Plaintiff is informed and believes and therefore alleges that texts that Defendant placed to him were made using an automatic telephone dialing system.
- 6.11 Plaintiff received an email with a contract showing the buyers as Multi Housing Trust LLC. out of Florida, registered to Andres Oyala. Andres Oyala signed the contract. After Plaintiff obtained the true identity behind the illegal texts messages alleged in this action, Plaintiff blew off the Defendant.
- 6.12 Plaintiff, searching on the Texas Secretary of State's website [and paying their search fees], found Defendant to be registered as a foreign LLC. In the State of Florida. Defendant also uses 4447 N Central Expressway Ste 110, Dallas, Texas 75205. This address is a UPS mailbox scheme.

- 6.13 Plaintiff searched Defendant on Pacer [and also paid their fees to search and look at pleadings] and did not find other complaints against the Defendant for violations of the TCPA.
- 6.14 Plaintiff consulted with an attorney about this action and paid his consultation fees.
- 6.15 Plaintiff, at no time, gave Defendant his "express consent" to be contacted by text messages.
- 6.16 Part of Plaintiffs discovery will will be finding out if Defendant has a company wide pattern or practice of engaging in the alleged illegal practices at issue in my case. Plaintiff is proffering that a number of similar incidents have occurred around the country to other everyday people.
- 6.17 In this alleged action, it is the Plaintiffs belief the Defendant uses long codes to run his telemarketing campaign to text people from a phone number and if they don't respond he (they) is back at it contacting the same people who did not respond with a new number.
- 6.18 The text placed by the Defendant was not necessitated by an emergency.
- 6.19 Defendants calls were transmitted to Plaintiffs cellular telephone, and within the time frame relevant to this action.
- 6.20 Defendant and/or their agents failed to properly identify themselves as required by the TCPA.
- 6.21 Plaintiff is not a customer of Defendant and has not provided defendant with his personal information or telephone number, or sought out solicitation from the Defendant or their agents.

- 6.22 It is Defendants burden to prove they has "express consent" per the TCPA to call the Plaintiff on his cell phone using an "automatic telephone dialing system."
- 6.23 At no time did Plaintiff provide prior express written consent, or even prior permission, for the Defendant or their agents to call/text the Plaintiff.
- 6.24 Plaintiff does not have and has never had an established business relationship with the Defendant.
- 6.25 The text received by the Plaintiff from the Defendant or their agent was for the purpose of encouraging the purchase of rental of, or investment in, property, goods, or services. The call therefor qualifies as telemarketing.
- 6.26 Plaintiff is the subscriber of phone number ending in 7677 and is financially responsible for phone service to said number.
- 6.27 Plaintiff's phone number ending in 7677 is primarily used for personal, family, and household use.
- 6.28 Upon information and belief, Defendants calls harmed the Plaintiff by causing the the very harm that Congress sought prevent that is the "nuisance and invasion of privacy" and a Plaintiff suffered a concrete and particularized harm.
- 6.29 Upon information and belief, Defendants texts harmed Plaintiff by intruding upon Plaintiffs seclusion, lost time attending to unwanted and unauthorized calls, decreased phone battery life, need for more frequent re-charging of the battery, annoyance, and frustration.
- 6.30 As a result of Defendant illegal conduct, Plaintiff is entitled to \$500 in damages for each such violation of the TCPA. This is for each and every violation,

whether Defendant committee multiple violations with a single text. The number of texts are irrelevant.

7.0 STANDING

- 7.01 Standing is proper under Article III of the Constitution of the United States of America because Plaintiff's claims state: (a) a valid injury in fact; (b) which is traceable to the conduct of Defendant; and (c) is likely to be redressed by a favorable judicial decision.
- 7.02 Plaintiff's injury in fact must be both "concrete" and "particularized" in order to satisfy the requirements of Article III of the Constitution.
- 7.03 For an injury to be "concrete" it must be a de facto injury, meaning that it actually exists. In Plaintiffs case, Defendant sent a text messages to Plaintiff's cellular telephone, using an ATDS. Such text messages are a nuisance, an invasion of privacy, and an expense to Plaintiff. All three of these injuries are concrete and de facto.
- 7.04 For an injury to be "particularized" means that the injury must "affect the Plaintiff in a personal and individual way." In Plaintiffs case, Defendant invaded Plaintiffs privacy and peace by texting his cellular telephone, and did this with the use of an ATDS. Furthermore, Plaintiff was distracted and annoyed by having to take time, opening and reading the text message. All of these injuries are particularized and specific to Plaintiff.
- 7.05 Plaintiffs case passes The "Traceable to the Conduct of Defendant" Prong.
- 7.06 The second prong to establish standing at the pleadings phase is that Plaintiff must allege facts to show that its injuries are traceable to the conduct of Defendant. The above text message was directly and explicitly linked to Defendant. The number from which the text was sent belongs to Defendant. This text message is the sole source of Plaintiff's and the Class's injuries. Therefore,

Plaintiff has illustrated facts that show that her injuries are traceable to the conduct of Defendant.

- 7.07 Plaintiffs case passes the "Injury is Likely to be Redressed by a Favorable Judicial Opinion" Prong,
- 7.08 The third prong to establish standing at the pleadings phase requires Plaintiff to allege facts to show that the injury is likely to be redressed by a favorable judicial opinion In the present case, Plaintiff's Conclusion include a request for damages for each text message made by Defendant, as authorized by statute in 47 USC. Section 227. The statutory damages were set by Congress and specifically redress the financial damages suffered by Plaintiff.
- 7.09 Plaintiff, under his 14 Amendment rights, has right to bring this action to be heard in front of a jury.
- 7.10 Because all standing requirements of Article III of the US Constitution have been met, Plaintiff has standing to sue Defendant on the stated claims.

COUNT 1

- 8.01 Plaintiff re-alleges and incorporates the above paragraphs.
- 8.02 Defendant violated 47 USC Section 227(b)(1)(A)(iii) by placing (non emergency) solicitation texts to the Plaintiff.
- 8.03 Defendant must pay Plaintiff \$500 for each text (six) placed to Plaintiff.

COUNT 2

- 9.01 Plaintiff re-alleges and incorporates the above paragraphs.
- 9.02 Defendant transmitted **six** <u>solicitation texts</u> to Plaintiffs cellular phone number, which was registered on the Do Not Call registry, violating 47 CFR Section 64.1200(c).

9.03 Defendant must pay Plaintiff \$500 for each text placed to Plaintiff.

COUNT 3

- 10.01 Plaintiff re-alleges and incorporates the above paragraphs.
- 10.02Defendant knew or should have know that Plaintiff had not given <u>express</u> <u>consent</u> to receive its texts messages violating USC Section 227(b)(3)(C).
- 10.03 Defendant must pay Plaintiff \$500.

COUNT 4

- 11.01 Plaintiff re-alleges and incorporates the above paragraphs.
- 11.02 Defendant transmitted a text to the Plaintiff, despite the fact that Plaintiffs phone number <u>is listed on the DNC list</u>, a violation of USC Section 227(c).
- 11.03 Defendant must pay Plaintiff \$500.

COUNT 5

- 12.01 Plaintiff re-alleges and incorporates the above paragraphs.
- 12.02 Defendant transmitted <u>more than one text</u> to the Plaintiff, a violation of USC Section 227(c)(5)(B).
- 12.03 Defendant must pay Plaintiff \$500 for each text (six) placed to the Plaintiff.

COUNT 6

13.01 Plaintiff re-alleges and incorporates the above paragraphs.

13.02 Defendant spoofed their caller id. The phone numbers on displayed on Plaintiffs caller id were long codes. Plaintiff cannot call Defendants long code and speak to someone. A violation of 47 CFR Section 64.1601(4)(e).

13.03 Defendant failed to provide a <u>call back number</u> in the initial text message. A violation of 47 CFR Section 64.1200(b)(2).

13.04 Defendant must pay Plaintiff \$500.

COUNT 7

14.01 Plaintiff re-alleges and incorporates the above paragraphs.

14.02 Defendant made calls to Plaintiffs phone ending in 7677 intentionally or knowingly and the calls were not accidental.

14.03 Pursuant to TBCC Section 305.053, Plaintiff sues here for monetary damages.

140.4 Pursuant USC Section 227(c)(5) and 47 CFR Section 64.1200(a)(2), treble the \$500 statutory damages to be recoverable by Plaintiff against the Defendant to \$1500 for each transmitted text Defendant placed and for violating the the DNC request.

14.05 Defendant must pay Plaintiff \$1500 for each violation and text transmitted to Plaintiff.

COUNT 8

15.01 Plaintiff re-alleges and incorporates the above paragraphs.

15.02 Pursuant to 47 USC Section 227(b)(3)(A) and TBCC Section 305.053, the court following the trial of this action should issue an order permanently enjoining

Defendant and its agents from engaging in any further conduct with respect to Plaintiff which violates the rules and regulations of 47 USC Section 227.

COUNT 9

16.01 Plaintiff re-alleges and incorporates the above paragraphs.

16.02 Defendant intentionally intruded on Plaintiffs solitude, seclusion, and private affairs by transmitting unwanted telemarketing calls to his cellular phone. Defendants intrusion would be highly offensive to a reasonable person.

16.03The repeated autodialed calls to Plaintiffs cellular phone have caused him emotional harm and distress, frustration, aggravation, wasted time, a nuisance and other losses.

16.04 Plaintiff seeks to recover actual damages, including his damages for mental anguish, to be proven at trial. Mental anguish is one of the torts for which Plaintiff can recover mental-anguish damages without proving physical injury.

TRIAL BY JURY

17.01Plaintiff demands a trial by jury under the 7th Amendment of the US Constitution.

CONCLUSION

Plaintiff has read Dondi Properties Corp. v. Commerce Savs. & Loan Ass'n which pretty much establishes the conduct for attorneys and references abusive litigation tactics from attorneys conduct. Plaintiff believes if Defendant would read Dondi and instruct their attorney to send copies of the filings and emails between the Plaintiff and Defendants attorney, this would keep the Defendants attorney from "poking a stick at Plaintiffs ribs" just to upset him and try to prolong the hours he will be charging his client.

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Plaintiff requests a copy of Defendants Do-Not-Call Policy to be sent to Plaintiffs address below.

Plaintiff requests everything he has asked for in his Complaint and other relief as the Court deems necessary.

Joe Hunsinger – Pro se 7216 CF Hawn Frwy. Dallas, Texas 75217 214-682-7677 joe75217@gmail.com

← Details

OPTIONS

Notifications

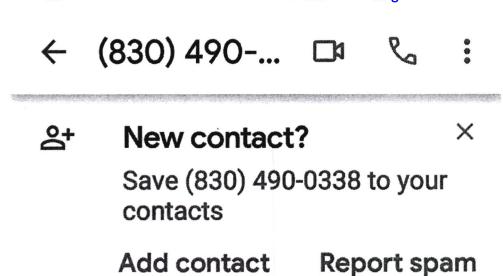
App settings

Block & report spam

1 PERSON



(830) 490-0338

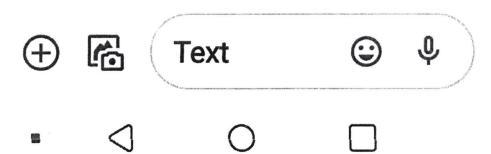


Tuesday, Feb 18 • 2:13 PM

Hey Juana! We own rental property in 75217 Zip & seeking properties nearby I can buy Maybe you've thought of selling 8731 Wadlington Ave? -Ben



Feb 18, 2:13 PM



Corporations Section P.O.Box 13697 Austin, Texas 78711-3697



Ruth R. Hughs Secretary of State

Office of the Secretary of State Packing Slip

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Attn: joe hunsinger joe hunsinger 7216 c.f. hawn frwy Dallas, TX 75217

Batch Number: 100273587

Client ID: 399368755

Batch Date: 10-20-2020

Return Method: Email

Document Number	Document Detail	Number / Name	Page Count	Fee
1002735870002	Find	MULTI HOUSING TRUST LLC		\$1.00
1002735870003	Convenience Fee			\$0.03
			Total Fees:	\$1.03
Payment Type	Payment Status	Payment Reference		Amount
Credit Card	Accepted	**********002		\$1.03
			Total:	\$1.03

Total Amount Charged to Client Account:

\$0.00

(Applies to documents or orders where Client Account is the payment method)

Note to Customers Paying by Client Account: This is not a bill. Payments to your client account should be based on the monthly statement and not this packing slip. Amounts credited to your client account may be refunded upon request. Refunds (if applicable) will be processed within 10 business days.

User ID: WEBSUBSCRIBER

Come visit us on the Internet @ https://www.sos.texas.gov/ Phone: (512) 463-5555 FAX: (512) 463-5709

2020 FLORIDA 21 MIYED LIABILITY COMPANY REINSTATIEMEN 1/07/21 Page 22 of 24 LEAGUED 26

DOCUMENT# L18000134990

Entity Name: MULTI HOUSING TRUST LLC

Feb 10, 2020 Secretary of State 7353378208CR

Current Principal Place of Business:

5955 NW 105TH CT 810

DORAL, FL 33178

Current Mailing Address:

5955 NW 105TH CT 810 DORAL, FL 33178 US

FEI Number: 83-0774831

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

OLAYA, ANDRES 5955 NW 105TH CT 810 DORAL, FL 33178 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ANDRES OLAYA

02/10/2020

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail:

Title

AMBR

Name

OLAYA, ANDRES

Address

5955 NW 105TH

810

City-State-Zip: DORAL FL 33178

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANDRES OLAYA

AMBR

02/10/2020



INSPECTION AND CLOSE OUT OF BUILDING PERMITS & LIENS:

Buyer may have an inspection and examination of records and documents made to determine whether there exists any open or expired building permits or unpermitted improvements to the property (Permit Inspection). Buyer shall, within the inspection period, deliver notice to the seller of the existence of any open or expired building permits, unpermitted improvements to the property or liens. Prior to closing, seller shall remedy or close any open permits, unpermitted improvements or liens and present written notice to buyer.

SETTLEMENT: The following expenses will be paid at closing:

Expenses payable by Buyer: Title search charges; municipal lien search; appraisal fees; survey fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; option funds of \$50; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium as required by the lender; and other expenses payable by Buyer under this contract. Expenses payable by Seller: Releases of existing liens, including prepayment penalties and recording fees; tax statements and documentary stamp taxes; HOA estoppel fees; owner's policy; preparation of deed; one-half of escrow fee.

DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract. In the event of litigation arising out of this contract, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney's fees and costs.

TIME FOR ACCEPTANCE: This instrument will become a l by both Buyer and Seller.	oinding contract when	accepted by the Seller and signed			
CLOSING: The closing of the sale will be on or beforeand marketable title by that date, closing will automatically b					
OTHER AGREEMENTS: Property to be sold in AS-IS	S Condition, All Cash				
Buyer to pay Seller's usual and customary closing costs including title, insurance and Doc Stamps					
Seller:	Date:	Phone:			
Seller:	Date:	Phone:			
Buyer: The Vas Chin	Date: 10.1	9.2020 Phone:			
Buyer:	Date:	Phone:			